



TECHNICAL COLLABORATION AGREEMENT UNDER THE COOPERATING TECHNICAL PARTNERS PROGRAM

Technical Collaboration Agreement ("TCA") under the Cooperating Technical Partners ("CTP") Program made on January 28, 2005 by these parties: The New Jersey Office of Information Technology (NJOIT) and the Federal Emergency Management Agency (FEMA). The CTP Program envisions and encompasses a CTP Partnership Agreement template, a FY05 CTP Agreement Articles document (that includes details on the period of performance, funding, financial, and reporting requirements), and a FY05 CTP Guidance document. This TCA is based upon, derived from and is consistent with the CTP Partnership Agreement template as an overall umbrella document for the relationship between FEMA and NJOIT.

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control;

BECAUSE a critical component of the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas;

BECAUSE, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE The State of New Jersey participates in the NFIP (*or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP*), The State of New Jersey has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE The New Jersey Office of Information Technology has expressed a desire to partner with FEMA to share and distribute framework datasets related to the flood hazard identification process and has provided evidence that it has the expertise for serving up these framework datasets through its existing geospatial data web portal: the New Jersey Geographic Information Network (NJGIN).

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to share and distribute NJOIT's high-resolution orthoimagery as well as share and distribute FEMA's high-resolution digital elevation data for the State of New Jersey subject to the terms and conditions recited below.

I. PARTIES

This Technical Collaboration Agreement (hereinafter referred to as "TCAM") under the Cooperating Technical Partners ("CTP") Program is made and entered into by and between the U.S. Department of Homeland Security, FEMA Region II, whose address is Jacob K. Javits Federal Office Building, 26 Federal Plaza, Room 1311 New York, New York 10278 ("FEMA"), and the New Jersey Office of Information Technology ("NJOIT"), whose address is 300 Riverview Plaza, P.O. Box 212, Trenton, NJ 08625-0212, (FEMA, and NJOIT being collectively referred to as the "Signatory Parties"). When executed by the Signatory Parties, this TCA shall become effective as of the date last below written.

II. CONSULTATIONS

The Signatory Parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a New Jersey Office of Information Technology representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

III. EVALUATION AND REPORTING

The Signatory Parties shall, on an annual basis, review this TCA under the TCP to determine and document the activities undertaken to maintain accurate flood hazard data and to revise this TCA as the Signatory Parties deem necessary and appropriate.

III. RESOURCE COMMITMENT

The Signatory Parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement.

IV. STANDARDS

Unless otherwise agreed to by the Signatory Parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated April 2003, and all subsequent revisions.

V. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The Signatory Parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

VI. TERM AND TERMINATION

The term of this TCA shall be deemed to have started with the beginning of FEMA's fiscal year, which began October 1, 2004. The respective duties, responsibilities, and commitments of the Signatory Parties in this Agreement shall begin as of the effective date of this TCA. It is understood and agreed that the Articles of Agreement that will accompany the Mapping Activities Statement will have a performance period and that performance period is hereby incorporated by reference as coinciding with and being part of the term of this TCA. The termination date of this TCA shall be two years and six months from the effective date of this TCA or until all work identified in future Mapping Activity Statements is completed, whichever shall later occur. This TCA may be periodically renewed, revised, or terminated at the option of any of the Signatory Parties. The Signatory Parties agree that a 60-day notice shall be given prior to the termination of this Agreement.

VII. AMENDMENTS

This TCA may be amended by the written request of a Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party at least three (3) business days prior to formal discussion or the negotiation of the issue. Any amendment to this TCA must be set forth in writing and such amendment must be signed by both FEMA and NJOIT in order to become effective and to modify or change this TCA.

VIII. NO THIRD PARTY BENEFICIARY RIGHTS

Neither Signatory Party intends to create in any other individual or entity the status of third party beneficiary, and this TCA shall not be construed so as to create such status. The rights, duties and obligations contained in this TCA shall operate only between the Signatory Parties to this TCA, and shall accrue solely to the benefit of the Signatory Parties. Nothing express or implied in this TCA is intended to confer, nor shall anything herein confer, upon any person or entity other than the Signatory Parties and their respective successors or assigns, any rights, remedies,

obligations or liabilities whatsoever. The provisions of this TCA are intended only to assist the Signatory Parties in determining and performing their obligations under this TCA.

IX. DISPUTE RESOLUTION

If there are disputes between the Signatory Parties concerning this TCA, the Signatory Party Heads or their Duly Authorized Representatives agree to confer to resolve the dispute.

X. ENTIRETY OF AGREEMENT

This TCA consisting of five (5) pages, plus Signed Mapping Activity Statement and Articles of Agreement, represents the entire and integrated agreement between the Signatory Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

XI. SEVERABILITY

Should any portion of this TCA be judicially determined to be illegal or unenforceable, the remainder of the TCA shall continue in full force and effect, and either Signatory Party may renegotiate the terms affected by the severance.

XII. NOTICES

Whenever, under the terms of this TCA, written notice is required to be given, it shall be directed to the Signatory Party at the address specified below and to the attention of the persons indicated below with their respective titles, unless written notice of change of address or individual is provided by a Signatory Party. All notices and submissions, except as otherwise expressly provided herein, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery. Notices required under Article III may be sent by regular mail.

Notices to OIT shall be sent to:

Mr. Bruce Harrison
Geographic Information Officer
Office of Information Technology
200 Riverview Plaza
P.O. Box 212
Trenton New Jersey 08625

With a copy to:

Ronald W. Brown
Chief, Fiscal, Legal, & Legislative Affairs
Office of Information Technology
200 Riverview Plaza
P.O. Box 212
Trenton New Jersey 08625

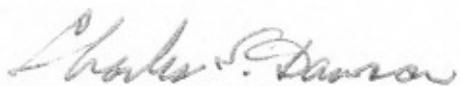
Notices to FEMA shall be sent to:

Regional Director
U.S. Department of Homeland Security
FEMA Region II
Jacob K. Javits Federal Office Building
26 Federal Plaza, Room 1311
New York, New York 10278

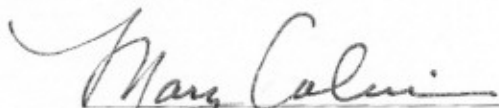
With a copy to:

Mary Colvin, Chief
Community Mitigation Programs Branch
Mitigation Division
DHS/EP&R/FEMA, Region II
26 Federal Plaza
New York New York 10278

NOW THEREFORE, each Signatory Party has caused this Agreement to be executed by its duly authorized representative.



Charles S. Dawson
Chief Technology Officer,
New Jersey Office of Information Technology



Mary Colvin, Chief
Community Mitigation Programs Branch
Mitigation Division
Federal Emergency Management Agency, Region II

Effective Date: January 28, 2005